

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: NOVEMBER 17, 2004 Division: TDC

Bulk Item: Yes X No      Department:                     

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**AGENDA ITEM WORDING:**

Approval of an Amendment to Agreement with Womenfest, Inc. to revise dates of event.

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**ITEM BACKGROUND:**

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**PREVIOUS REVELANT BOCC ACTION:**

BOCC approved original Agreement at their meeting of November 19, 2003.

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**CONTRACT/AGREEMENT CHANGES:**

Amendment

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**STAFF RECOMMENDATIONS:**

Approval

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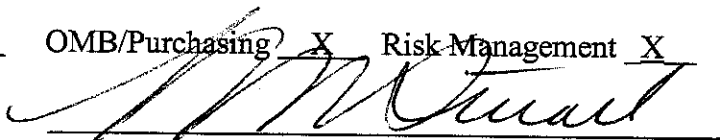
**TOTAL COST:** \$6,228 **BUDGETED:** Yes X No     

**COST TO COUNTY:** \$6,228 **SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
(Lynda Stuart)

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #** G3

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Womenfest, Inc. Contract # \_\_\_\_\_  
 Effective Date: 11/17/04  
 Expiration Date: \_\_\_\_\_

**Contract Purpose/Description:**

Approval of an Amendment to Agreement with Womenfest, Inc. to revise dates of event.

Contract Manager: Maxine Pacini 3523 TDC # 3  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/17/04 Agenda Deadline: 11/2/04

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 6,228 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☒ No ☐ Account Codes: 115-75360-530340-T45M-024Y-530340  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>10/14/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Daniels</u>	<u>10/14/04</u>
Risk Management	<u>10-25-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Daniels</u>	<u>10-26-04</u>
O.M.B./Purchasing	<u>10/20</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Spiciale</u>	<u>10/25/04</u>
County Attorney	<u>10/12/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton</u>	<u>10/12/04</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2004, between the County of Monroe and Womenfest, Inc.

WHEREAS, there was an agreement entered into on November 19, 2003, between the parties, awarding \$6,228 to Womenfest, Inc. for Womenfest 2004 between September 7-12, 2004, and

WHEREAS, it has become necessary to revise dates of event due to the fact the event had to be postponed because of Hurricane Ivan;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Paragraph I of the agreement will read as follows: The BOCC agrees to pay \$6,228 (Six Thousand, Two Hundred and Twenty Eight Dollars) for Womenfest 2004 between October 8-11, 2004 from tourist development tax funds (See Exhibit A). No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-county activity.

2. The remaining provisions of the contract dated November 19, 2003 remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Womenfest, Inc.

\_\_\_\_\_  
President

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY  
COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

10/12/04

## Destination Events Agreement

THIS AGREEMENT is entered into this 19<sup>th</sup> day of NOV, 2003 by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA (BOCC), and the Womenfest, Inc..

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay up to \$6,228 (Six Thousand, Two Hundred and Twenty Eight Dollars) for Womenfest 2004 between September 7-12, 2004 from tourist development tax funds (See Exhibit A). No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-county activity.

2. Scope of Services: Womenfest, Inc. agrees to provide the County with an event as specified below:

- a). Womenfest Welcome Reception
- b). Women's Art Show
- c). Womenfest Film Festival
- d). Funny Honey Comedy Night
- e). Annual Wet T-Shirt Contest
- f). Womenfest Golden Ball
- g). Hot Buns Contest
- h). Womenfest Tea by the Sea

3. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record shall receive payment of work in progress upon submission of documented invoices associated with said event.

4. Payment: Any payments directly to Womenfest, Inc. or vendors associated with said event shall be as follows:

Payment upon presentation of an invoice shall indicate the task completed for which payment is sought, with proper documentation attached.

Upon completion of said event, a financial statement detailing all revenue and expenses utilizing generally accepted accounting principals shall be prepared, notarized and submitted by Event Sponsor. The BOCC's contracted public relations firm shall confirm compliance with the Scope of Services.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Only acceptable expenses listed in the Monroe County Tourist Development Council Operations Manual shall be paid.

5. Accounting: Financial records of Womenfest, Inc. pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit.

6. Modification: Line item changes to the advertising and promotion budget may be made up to but not exceeding 10% of the larger line item amount without requiring BOCC approval of the particular change.

7. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance, or nonperformance of the agreement terms or negligent performance of the agreement terms by Womenfest, Inc.

8. Termination: This Agreement will be terminated on December 12, 2004. **All invoices must be submitted prior to December 12, 2004.**

9. Non Occurrence of Event: If the event does not take place for any reason under control of Event Sponsor except for those reasons in paragraph 19, then Event Sponsor agrees to refund to the BOCC any amounts already paid to them under this agreement, and relieve the BOCC from any further payments.

Womenfest, Inc. shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

10. Indemnification and Hold Harmless: Womenfest, Inc. covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement, except those losses or damages caused by BOCC or its agents.

11. Insurance Requirements: Womenfest, Inc., as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Womenfest, Inc. will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Womenfest, Inc. shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or

replaced. Womenfest, Inc. shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* Certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Womenfest, Inc.'s insurance shall not be construed as relieving Womenfest, Inc. from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Womenfest, Inc. shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Womenfest, Inc. shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective

date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

12. Permits: Womenfest, Inc. will secure all required permits, licenses including but not limited to occupational licenses.

13. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

14. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

15. Relation of BOCC/TDC: It is the intent of the parties hereto that Womenfest, Inc. shall be legally considered as an independent Event Sponsor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

16. Disclosure: Womenfest, Inc. shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. Womenfest, Inc. shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

17. Assignment: Womenfest, Inc. shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the BOCC.

18. Compliance with laws - Nondiscrimination: Womenfest, Inc. shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

19. Force Majeure: Womenfest, Inc. shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor

dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the Womenfest, Inc. has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or BOCC, Womenfest, Inc. must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

20. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and the County of Monroe and Federal law. Venue for any dispute concerning this Agreement shall be in Monroe County.

21. Security Protection: Womenfest, Inc. agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

22. Ownership: All advertising and promotion work performed under the agreement and paid for by the BOCC and TDC shall be the property of the BOCC and TDC, for whatever use and/or disposition the BOCC and TDC may deem appropriate.

23. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

24. Logo: All promotional literature and display advertising with the exception of generic advertising must display the "Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are" logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark "Florida & Key West Come as you are". **Radio Advertising should read** "Brought to you by the Monroe County Tourist Development Council".

25. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.



27. Ethics Clause: Womenfest, Inc. warrants that it has not employed, retained or other wise had act on its behalf, any former COUNTY officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the COUNTY may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee.

28. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for period of 36 months from the date of being placed on the convicted vendor list."

29. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and Womenfest, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Womenfest, Inc.

By

*Kathy Dunn*  
President

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

By

*Danny L. Kolhage*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By

*Wesley M. Spitzer*  
Mayor/Chairman

Womenfest 2004

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MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Suzanne A. Hutton*  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

*10/07/03*

## EXHIBIT A

### *SUMMARY*

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#### TOURIST DEVELOPMENT COUNCIL BUDGET BREAKDOWN

FISCAL YEAR 2003/2004

EVENT NAME: Womenfest 2004

DIRECT MAIL & POSTAGE	\$ -
GRAPHIC DESIGN, PRINTING, PRODUCTION	\$ -
PUBLIC RELATIONS	\$ 500
MEDIA ADVERTISING	\$ 5,728
T-SHIRTS, CAPS, JACKETS	\$ -
*GENERAL - NON-ALLOCATED (Contingency)	<u>\$ -</u>
TOTAL:	\$ 6,228

\*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE AMOUNT  
AWARDED BY THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
FOR THIS SPECIFIC EVENT.

